

**INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND  
WEST VALLEY CITY FOR DESIGN WORK AT 7200 WEST BETWEEN APPROXIMATELY  
SR 201 AND 3500 SOUTH.**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between West Valley City, a municipal corporation of the State of Utah (hereinafter "City"), Salt Lake County, a body politic and political subdivision of the State of Utah (hereinafter the "County"), collectively West Valley City and Salt Lake County may be referred to as "the Parties".

WHEREAS, West Valley City and the County are governmental entities which are authorized under the law of Utah to plan for and construct facilities for their citizens; and

WHEREAS, the Parties are planning on constructing certain improvements including curb, gutters, sidewalk, and roadway construction along 7200 West between SR 201 and 3500 South (the "Project"); and

WHEREAS, the Parties desire that the City contract for design services with a qualified professional engineering firm to plan for the construction of curb, gutter, sidewalk, and roadway construction ("Design Work") on the Project; and

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, "Interlocal Cooperation Act," authorizes agreements between public entities for the performance of any governmental service or activity that each public entity is authorized by law to perform.

WHEREAS, the Parties desire to enter into an Agreement whereby their respective responsibilities concerning the Design Services can be specified; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties agree as follows:

**1. West Valley Obligations.**

- a. The City shall contract with a qualified professional engineering firm to provide the necessary Design Work.
- b. West Valley shall initially pay the full cost of the design services with the understanding that the County shall be responsible for its share of the Design Services costs as determined by Section 2 of this Agreement. The City will submit periodic invoices to the County for the cost of the Design Services.
- c. The City shall submit all designs to the County for review and approval of the Design Work.
- d. After review and approval by the County, the City shall not materially modify the Design Work without express written consent of the County.

**2. Salt Lake and County Obligations.**

- a. The County shall pay the City 50% of the cost to obtain the Design Services. It is estimated the County's share of the costs will be Two-Hundred Seven Thousand One

Hundred and Sixty Seven Dollars (\$207,167.00). Upon receiving an invoice from the City for Design Work, the County shall pay that invoice within 30 days.

- b. The Parties shall agree upon a payment plan during the course of the Design Work.
- c. The County shall promptly review the Design Work submitted to it by the City and return the submittals to the City in an expeditious and reasonable manner such that the County's review shall not cause delay in the design work nor increase in the cost of the Design Work.

3. **Term of Agreement.** This Agreement shall be effective upon execution by the Parties and shall remain in effect until the Design work is complete and the Parties have fulfilled their respective obligations under the terms and conditions set forth in this Agreement.

4. **Termination.** Pursuant to UCA § 11-13-206(a), the Parties agree that this agreement may be terminated (with or without cause) by either party upon at least ninety (90) days prior written notice to the other party. The terminating party shall be responsible for its share of the costs incurred up to the date of termination.

5. **City Representative.** West Valley hereby appoints the West Valley City Engineer, or the City Engineer's designee, as West Valley's representative in the administrative management of this Agreement.

6. **Salt Lake County Representative.** Salt Lake and the County hereby appoints the [INSERT COUNTY REPRESENTATIVE], as their representative in the administrative management of this Agreement.

7. **Notices.** Any notice required by this Agreement may be served by mailing such notice or payment to the following addresses:

If to West Valley:           Attn: City Engineer  
                                      West Valley City  
                                      3600 Constitution Boulevard  
                                      West Valley City, Utah 84119

If to the County:

8. **Indemnifications.** The parties are governmental entities under the "Utah Governmental Immunity Act", Utah Code Annotated §63G-7-101, *et seq.* Pursuant to said Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, contractors, or employees. No party waives any defenses otherwise available under said Act, nor does any party waive any limits of liability currently provided by said Act. To the extent permitted by law, each party agrees to indemnify and defend the other party, including the officers, agents, and employees" of the other party, against all claims for damage or injury caused by the negligent acts or omissions of the indemnifying party and arising out of the indemnifying party's actions in conformance with the terms of this Agreement. Each party to this Agreement shall cooperate and assist the other party in defending against any such claims. Notwithstanding anything contained herein, this indemnity paragraph shall not require a party to indemnify another party for other party's sole negligence

9. **No entity created.** This Agreement does not create, and shall not be construed to create, a joint venture by the parties and no separate governmental entity is established by this Agreement.

10. **Utah law.** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

11. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waiver of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

12. **Entire agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.

13. **Default.** If any party shall default in the performance of its obligations under this Agreement, the non-defaulting party may bring an action in a court of competent jurisdiction to recover any damages caused by the default of the other party, including reasonable attorney's fees. The non defaulting party's rights shall include the right to specific performance.

14. **Interlocal Co-operation Act Requirements.** In satisfaction of the requirements of the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be authorized by resolution of the governing body of each party, pursuant to Section 11-13-219 of the Act;
- b. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Act;
- c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Section 11-13-209 of the Act;
- d. Each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor of Salt Lake County and City Manager of West Valley City. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM  
WVC Attorney's Office

By: \_\_\_\_\_

Date: \_\_\_\_\_